take up to three weeks, during which time the customer cannot use its calling cards and must make alternative arrangements. KMC has tried a number of creative methods for satisfying its customers' interim needs, but none of these methods is transparent to the customer and all require extra effort on the part of the customer and KMC. Customers would not be subjected to this inconvenience if they remained with BellSouth and the delay in access to calling card use reflects poorly on KMC. (Pipes Affidavit at ¶13.)

C. Access To Telephone Numbers

KMC has had repeated problems with the telephone numbers that are assigned to customers through LENS. One of KMC's customers is a business that offers pre-paid telephone service to residential customers. KMC processes the resale service orders for this customer. When KMC uses LENS to enter the service order, a telephone number and due date appear on the screen. KMC conveys this information to its customer who then passes it on to the end user. On numerous occasions, the telephone numbers assigned by LENS have turned out to be invalid. (Davis Affidavit at ¶13.)

D. Provisioning

KMC has also experienced difficulties with BellSouth in coordinating cut-overs for the customers that it serves on its own network, which has led to customers being without telephone service for a period of time. In one recent instance, a KMC customer's lines were disconnected from the BellSouth switch two days before the specified cut-over date and the customer lost service for two hours before the connection could be restored. Twelve hours before the specified time for same cut-over, BellSouth executed the translation order without notifying KMC. The customer again lost service and KMC was forced to work the order early in order to restore the customer's service. (Pipes Affidavit at ¶14.)

In another instance when BellSouth disconnected a KMC customer prior to the scheduled cut-over date, KMC encountered more serious delays in getting the customer's service restored. Upon being notified by the customer that its service was out, KMC called BellSouth's toll-free trouble report number and was transferred to a BellSouth service representative in Florida. The BellSouth representative refused to put in an order to have service restored because the disconnection work had been done under a legitimate service ticket. KMC was then transferred to the BellSouth business office in Florida, but the BellSouth representative refused to accept or process the trouble report because the customer was located in Louisiana. (Pipes Affidavit at ¶14.)

These examples drawn from KMC's actual experience in the marketplace demonstrate that CLECs do not yet enjoy nondiscriminatory access to BellSouth's operations support systems. Until BellSouth takes additional affirmative steps to ensure that CLEC orders are processed in substantially the same time and manner as it processes its own retail orders and that customer conversions are handled more transparently, CLECs will not have the opportunity to compete effectively in the local exchange market. Given the serious questions raised about the adequacy of BellSouth's OSS performance, the Commission cannot accept a commitment to develop better systems in the future, and to collect performance data which may or may not show adequate performance. There needs to be a proven history of adequate OSS performance before the Commission can conclude that the local exchange market in Louisiana is fully and irreversibly open to competition. That history does not yet exist.

VI. BELLSOUTH DOES NOT MEET CHECKLIST ITEM (xiii) BECAUSE OF ITS REFUSAL TO PAY RECIPROCAL COMPENSATION FOR THE TRANSPORT AND TERMINATION OF INTERNET SERVICE PROVIDER TRAFFIC.

Checklist item (xiii) requires Bell Operating Companies requesting interLATA authority to establish "[r]eciprocal compensation arrangements in accordance with the requirements of section 252(d)(2)." 47 U.S.C. § 271(c)(2)(B)(xiii). Section 252(d)(2) requires BOCs to comply with section 251(b)(5), which in turn requires reciprocal compensation arrangements for transport and termination of "telecommunications." BellSouth asserts that "traffic carried to enhanced service providers ('ESPs'), such as Internet service providers, is not 'local' traffic." Consequently, BellSouth maintains that it has no obligation to pay reciprocal compensation for the transport and termination of such traffic. (BellSouth Brief at 60.) The obligation to pay reciprocal compensation for transport and termination of "telecommunications," however, contains no exception for calls to ISPs. Consequently, BellSouth's refusal to pay reciprocal compensation for such calls renders it noncompliant with the competitive checklist.

BellSouth's position is also contrary to the terms of the voluntarily negotiated interconnection agreement which it entered with KMC. The Agreement provides that "[r]eciprocal compensation applies for transport and termination of Local Traffic (including EAS and EAS-like traffic) billable by BST or KMC which a Telephone Exchange Service Customer originates on BST's or KMC's network for termination on the other Party's Network." Agreement at §5.8.1. The Agreement defines Local Traffic as "calls between two or more Telephone Exchange service users where both Telephone Exchange Services bear NPA-NXX designations associated with the same local calling area of the incumbent LEC or other authorized area (e.g., Extended Area Service Zones in adjacent local calling areas). Local Traffic includes the traffic types that have been traditionally referred to as 'local calling' and as 'extended area service (EAS).'" *Id.* at §1.41. The Agreement contains no exemption from the definition of Local Traffic for calls to Internet Service Providers ("ISPs") where both the calling party and the called party have NPA-NXX designations associated with the same local calling area. BellSouth's unilateral attempt to avoid paying reciprocal compensation for the transport and termination of such traffic on KMC's network violates both the terms of its interconnection Agreement with KMC and Sections 251(b)(5) and 252(d)(2) of the Act.

The Commission has repeatedly affirmed the right of ISPs to employ Telephone Exchange Services, under intrastate tariffs, to connect to the public switched telecommunications network. Beginning with the *Computer II* decision in 1980, enhanced service providers have always been classified as end users[2] that pay local business line rates to obtain telecommunications services from local service providers necessary for the ESPs to provide their information services.[3] Contrary to BellSouth's assertions, the mere fact that an ISP may enable a caller to reach the Internet does not alter the local status of the call between the caller and the ISP. The local call to the local exchange number of the ISP is a separate and distinguishable transmission from any information service provided by the ISP.[4]

Although the Commission has not yet specifically decided whether local exchange carriers that serve ISPs are entitled to reciprocal compensation for terminating traffic to ISPs, every state commission that has addressed the issue has determined that incumbent local

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[2] *Amendment of Section 64.702 of the Commission's Rules and Regulations (Second Computer Inquiry)*, Final Decision, Docket No. 20828 (released May 2, 1980), at ¶119. 47 C.F.R. §64.702(a).

[3] *Amendments to Part 69 of the Commission's Rules Relating to Enhanced Service Providers* 3 FCC Rcd 2631, ¶2, n. 8 (1988). The Commission reaffirmed this position in the *Access Charge Reform Order. In the Matter of Access Charge Reform,* CC Docket No. 96-262, paras. 344-348 ("*Access Charge Reform Order*") (released May 16, 1997).

[4] The Commission reiterated this distinction as recently as three months ago. "Further we have found that providers of pure transmission capacity to support Internet services are providers of 'telecommunications.' Internet service providers and other information service providers also use telecommunications networks to reach their subscribers, but they are in a very different business from carriers. Internet service providers provide their customers with value-added functionality by means of computer processing and interaction with stored data. They leverage telecommunications connectivity to provide these services but this makes them customers of telecommunications carriers rather than their competitors." *Matter of the Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Report To Congress, at ¶105 (released April 10, 1998).

exchange carriers must pay reciprocal compensation for local calls terminated to ISPs.[5] Unless

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[5] *See Teleport Communications Group vs. Illinois Bell Telephone Company d/b/a/ Ameritech Illinois,* Docket No. 97-0404, at 11 (Ill. Comm. Comm'n, March 11, 1998) (nothing in the Act exempts ISP traffic or incumbent LECs from their reciprocal compensation obligations with respect to local traffic), *aff'd sub nom. Illinois Bell Telephone Company v. WorldCom Technologies Inc., et* al. Case No. 98 C 1925 (N.D. Ill., July 21, 1998); *In the Matter of the Interconnection Agreement Between BellSouth Telecommunications, Inc. and US LEC of North Carolina, L.L.C.,* Docket No. P-55, SUB 1027, Commission Order (NC U.C., February 27, 1998) (BellSouth must pay reciprocal compensation for local calls to ISPs); *In re Application for Approval of an Interconnection Agreement between Brooks Fiber Communications of Michigan, Inc. and Ameritech Information Industry Services on behalf of Ameritech Michigan*, Case Nos. U-11178, *et. al.*, Opinion and Order (MI P.S.C., January 28, 1998) (a call using a local seven digit telephone number to reach an ISP is local traffic subject to reciprocal compensation for all minutes of use); *MCI Telecommunications Corporation Petition for Arbitration of Unresolved Issues for the Interconnection Negotiations between MCI and Bell Atlantic - West Virginia, Inc.*, Case No. 97-1210-T-P-C, Commission Order (WV P.S.C. January 13, 1998) (Internet-bound traffic that originates, and is terminated to an ISP within a local calling area should be considered local traffic for reciprocal compensation purposes); *In re Petition of MCI Telecommunications Corporation for the Arbitration of Unresolved Issues from the Interconnection Negotiations with Bell Atlantic-Delaware, Inc.*, PSC Docket No. 97-323, Arbitration Award (DE P.S.C. December 16, 1997) (Bell Atlantic may not exclude traffic whose purpose is to gain Internet access from reciprocal compensation requirements); *Petition of Cox Virginia Telecom, Inc. for Enforcement of Interconnection Agreement with Bell Atlantic Virginia, Inc. and Arbitration Award for Reciprocal Compensation for the Termination of Local Calls to Internet Service Providers*, Case No. PUC970069, Final Order (VA S.C.C. October 27, 1997) (Bell Atlantic ordered to pay reciprocal compensation for termination of local calls to ISPs); *Petition of the Southern New England Telephone Company for a Declaratory Ruling Concerning Internet Services Provider Traffic,* Docket No. 97-05-22, Decision (CT D.P.U.C. September 17, 1997 (traffic carried between SNET's end user customers and ISPs within the same local calling area is local and therefore subject to reciprocal compensation); *Proceeding on Motion of the Commission to Investigate Reciprocal Compensation Related to Internet Traffic,* Case No. 97-C-1275, Order Denying Petition and Instituting Proceeding (NY P.S.C. July 17, 1997) (incumbent local exchange carriers must continue to pay other local exchange carriers for the exchange of ISP traffic based upon the approved reciprocal compensation structures contained in their respective tariffs and interconnection agreements); *Investigation and Suspension of Tariff Sheets Filed by US West Communications, Inc. with Advice Letter No. 2617, Regarding Tariffs for*

and until the Commission decides otherwise, BellSouth cannot be found to have met the requirements of checklist item (xiii) as long as it refuses to comply with its reciprocal compensation obligations for ISP traffic.

BellSouth's position, if adopted, would result in a class of calls for which no compensation is paid to the carrier transporting and terminating the call, despite the fact that the use of the terminating carrier's facilities is essential to the completion of the call. This would be totally inconsistent with the plain language of Sections 251(b)(5) and 252(d)(2) of the Act.

BellSouth's position on reciprocal compensation also bears on the public interest issue. If CLECs cannot recover their costs for the transport and termination of calls to ISPs, they would

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Interconnection, Local Termination, Unbundling and Resale of Services, Docket No. 96A-331T, Commission Order (CO P.U.C. July 16, 1997) (enhanced service traffic is local traffic and should not be exempted from reciprocal compensation mechanisms); *In re Petition of MFS Communications Company, Inc. for Arbitration of Interconnection Rates, Terms and Conditions Pursuant to 47 U.S.C. Sec. 252(b) of the Telecommunications Act of 1996*, Order No. 96-324 (OR P.U.C. December 9, 1996 (rejecting US West request to exempt ISP traffic from reciprocal compensation requirements); *In re Consolidated Petitions of AT&T Communications of the Midwest, Inc., MCImetro Access Transmission Services, Inc. and MFS Communications Company for Arbitration with US West Communications, Inc. Pursuant to Section 252(b) of the Federal Telecommunications Act of 1996,* Docket Nos. P-442, *et al.*, 1996 Minn. PUC LEXIS 161 (MN P.U.C. December 2, 1996) (rejecting US West request that traffic terminated to Internet service providers be exempted from reciprocal call termination compensation); *In re Petition of MFS Communications Company, Inc. for Arbitration of Interconnection Rates, Terms and Conditions with US West Communications, Inc., Pursuant to 47 U.S.C. §252(b) of the Telecommunications Act of 1996*, Docket No. U-2752-96-362, Decision No. 59872 (AZ Corp. Comm'n. October 23, 1996) (rejecting US West's request to exempt ISP traffic from reciprocal compensation requirements); *US West Communications, Inc. v. MFS Intelenet, Inc.*, No. C97-222WD, Order on Motions for Summary Judgment (W.D. Wash., January 7, 1998) (affirming decision of Washington Commission that ESP traffic is subject to reciprocal compensation).

face enormous, uncompensated costs, since the overwhelming majority of ISP traffic is incoming, and the overwhelming majority of the incoming traffic comes from BellSouth's customers. The result could well be to force CLECs out of the ISP market, giving BellSouth a de facto monopoly of this market, resulting in increased costs to ISPs and ultimately their customers. Such an outcome would be totally at variance with the public interest that Congress has declared in preserving "the vibrant and competitive free market that presently exists for the Internet and other interactive computer services." 47 U.S.C. § 230(b)(2).

CONCLUSION

For the foregoing reasons, the Commission should deny as premature BellSouth's application for interLATA authority in the state of Louisiana.

Respectfully submitted,

Mary C. Albert

Mary C. Albert
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W., Suite 300
Washington, D.C. 20007
(202) 424-7724 (tel)
(202) 424-7643 (fax)

Counsel for KMC Telecom Inc.

Dated: August 4, 1998

Commenter: KMC Telecom Inc.
Applicant: BellSouth
State: Louisiana
Date: August 4, 1998

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing COMMENTS OF KMC TELECOM INC. IN OPPOSITION TO BELLSOUTH'S APPLICATION FOR INTERLATA AUTHORITY IN LOUISIANA were served on the following by First Class Mail, postage prepaid, this 4th day of August 1998.

CHARLES R. MORGAN
WILLIAM B. BARFIELD
JIM O. LLEWELLYN
1155 Peachtree Street, N.E.
Atlanta, GA 30367
(404)249-2051
DAVID G. FROLIO
1133 21st Street, N.W.
Washington, D.C. 20036
(202)463-4182
ERWIN G KRASNOW
VERNER, LIIPFERT, BERNHARD,
McPHERSON & HAND
901 15th Street, N.W.
Washington, D.C. 20005
(202)371-6062
Counsel for BellSouth Corporation

JAMES G. HARRALSON
28 Perimeter Center East
Atlanta GA 30346
(770)352-3116
Counel for BellSouth Long Distance, Inc.

DEPARTMENT OF JUSTICE
c/o Donald J. Russell
Telecommunications Task Force
Antitrust Division, Rm. 8205
555 Fourth Street, N.W.
Washington, D.C. 20001

MICHAEL K. KELLOGG
AUSTIN C. SCHLICK
WILLIAM B. PETERSEN
KELLOGG, HUBER, HANSEN,
TODD & EVANS, P.L.L.C.
1301 K Street, N.W.
Suite 1000 West
Washington, D.C. 20005
(202)326-7900
Counsel for BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc.

MARGARET H. GREENE
R. DOUGLAS LACKEY
STEPHEN M. KLIMACEK
675 W. Peachtree Street, N.E.
Suite 4300
Atlanta, GA 30375
(404)335-0764
Counsel for BellSouth Telecommunications, Inc.

JANICE MILES
Policy and Program Planning Division
Common Carrier Bureau
Federal Communications Commission
Room 544, 1919 M Street, N.W.
Washington, D.C. 20554

Mary C. Albert

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION

In the Matter of	)	
	)	
Application by BellSouth	)	
Corporation et al. for Provision of	)	CC Docket No. 98-121
In-Region, InterLATA Services in	)	
Louisiana	)	

AFFIDAVIT OF WENDELL REGISTER

State of Alabama	)	
	):	SS
County of Madison	)	

I, Wendell Register, being first duly sworn, do hereby depose and state as follows:

1. I am the Vice President of Network Operations of KMC Telecom Inc. ("KMC"). KMC provides competitive local exchange service on both a facilities and resale basis in Baton Rouge and Shreveport, Louisiana.

2. I am submitting this affidavit to respond to certain factual inaccuracies in BellSouth Telecommunications, Inc.'s description of the services KMC currently provides in Louisiana and the size of KMC's customer base. Specifically, I want to correct the following statements in the Affidavit of Gary M. Wright: "As of June 1, 1998, KMC operated as a CAP, and as a CLEC served numerous facilities-based business lines and a small quantity of facilities-

based residential lines. KMC also served thousands of resold business local exchange lines and hundreds of resold residential local exchange lines." Wright Public Affidavit at ¶ 91.

3. The truth is that KMC does not yet serve any residential customers on a facilities-basis. KMC serves all of its residential customers using BellSouth's resold local exchange service.

4. In terms of actual numbers, KMC currently provides service to less than 30 customers using its own network facilities in Baton Rouge and Shreveport combined. All of these customers are businesses. KMC provides resold service to approximately 200 customers in Baton Rouge and Shreveport, the majority of which are also businesses.

5. The foregoing statements are true and correct to the best of my knowledge, information and belief.

Wendell E. Register

Wendell Register

Signed and sworn to before me this 23 day of July 1998.

Notary Public

My Commission expires: 3.19.00

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION

In the Matter of	)	
	)	
Application by BellSouth Corporation et al. for Provision of In-Region, InterLATA Services in Louisiana	))))	CC Docket No. 98-121

AFFIDAVIT OF BRADLEY PIPES

State of Louisiana	)	
	):	SS
Parish of East Baton Rouge	)	

I, Bradley Pipes, being first duly sworn, do hereby depose and state as follows:

1. I am employed by KMC Telecom Inc. ("KMC") as the City Director for its Baton Rouge, Louisiana operations. KMC provides competitive local exchange service on both a facilities and resale basis in Baton Rouge and Shreveport, Louisiana.

2. I have read and understand the provisions of sections 252(c)(3), 252(c)(4), and 271(c)(2) of the Communications Act of 1934, as amended, 47 U.S.C. §§ 252(c)(3) - (c)(4), 271(c)(2), as they relate to the obligations of incumbent local exchange carriers ("ILECs") to provide unbundled network elements and permit the resale of their services, and as they also relate to the requirements that Bell Operating Companies must meet in order to provide in-region interLATA service.

3. I am submitting this affidavit to describe circumstances in which BellSouth Telecommunications, Inc. ("BellSouth") has failed to meet its obligations under the foregoing statutes. This has resulted in provisioning delays that reflect negatively on KMC, through no fault of its own, and which also cause inconvenience to KMC's customers. Moreover, BellSouth's practices have created undue administrative burdens on both KMC and its customers. Overall, these actions constitute discriminatory treatment of KMC as compared to the treatment BellSouth affords itself and its direct retail customers, thus placing KMC at a competitive disadvantage in the Louisiana market for local exchange service.

4. KMC has been purchasing services from BellSouth for resale to its customers since April, 1997, and unbundled network elements since January, 1998. During that time, KMC personnel have noticed such a continuing deterioration in the quality of BellSouth's response to KMC service orders that KMC has found it prudent to document its experience with each order. This affidavit is based on that documentation. The examples that I discuss below do not include customer names or telephone numbers in the interest of protecting the privacy of our customers as well as KMC trade secrets.

5. The process of ordering services from BellSouth is fraught with delay. KMC transmits its orders to BellSouth's local carrier service center ("LCSC") by facsimile. KMC's service orders are often delayed due to BellSouth's energetic use, and abuse, of "clarifications" -- the process by which incomplete or incorrect service orders are rejected and returned to KMC for revision. In its Interval Guidelines, BellSouth has committed to respond – with a Firm Order Confirmation ("FOC") or request for clarification -- to simple service orders within two business days of the hour in which the service orders are logged in. (It has been our experience that logging may not occur for half a day after receipt by BellSouth, and orders received after 3:00

P.M. are not logged until the next business day.) BellSouth typically will wait until the forty-seventh hour before issuing a clarification, and each time a service order is put in for clarification, the two day response period is reset. Thus, by repeated use of service order clarifications, BellSouth has been successful in significantly delaying the provisioning of service to KMC's customers.

6. Upwards of fifty percent of BellSouth's clarification requests are erroneous, and an inordinate number of clarifications have resulted from errors in BellSouth's own records or mistakes on the part of its LCSC representatives. For example, one service order was put into clarification (after four, not two, business days) because it contained the wrong Yellow Pages heading code. However, this error originated with BellSouth, which had made the initial code assignment Moreover, that service order requested only that the customer's service be switched to KMC "as is;" no change in the directory listing was requested. Thus, the service order was delayed due to an error made by BellSouth with respect to a change in a directory listing that KMC had not requested.

7. In another example, BellSouth put in a clarification on an order for a new intrastate, interexchange remote-call-forwarding line because KMC had specified a local primary interexchange carrier for intrastate toll calls. It had to be explained to BellSouth personnel that it was necessary and appropriate that a PIC be assigned for intrastate as well as interstate phone calls. This order also was put in clarification after four days, not two.

8. In many situations, BellSouth will put in a clarification merely to correct putative punctuation errors, e.g. placing a period after "St" when abbreviating "Street." Because KMC transmits its orders manually, using the clarification process to correct such punctuation errors is clearly overkill.

9. Perhaps most frustrating is BellSouth's practice of "serializing" its clarifications. Instead of identifying all at once every area of an order requiring clarification, BellSouth has put in clarifications on individual orders multiple times, each time for a separate, individual clarification that could have been identified, with all the other clarifications, on initial review. Since each clarification starts the two day response period anew, this process can cause the ordering process to drag on for weeks. In one very recent example, the simple addition of one flat-rate business line for a KMC customer took twenty days to close out, from June 30, 1998 to July 20, 1998.

10. I have also found there to be systemic issues that contribute to delays in provisioning service. Recently, KMC sought to order BellSouth's "Flexserv" service for one of its resale customers. Despite the fact that Flexserv is approved for resale under BellSouth's General Subscriber Services Tariff, KMC was informed that the BellSouth LCSC had no procedures in place for processing resale orders for this service, nor could the LCSC provide set-up guidelines for KMC's support personnel. After KMC escalated the issue, it still took seven business days for BellSouth to provide instructions to KMC on how to place a resale order for the "Flexserv" service. Had the customer ordered the service directly from BellSouth, it certainly would not have been told, as KMC was, that there were no procedures in place to process such an order. The delays encountered by KMC caused inconvenience to the customer and reflected poorly on KMC, through no fault of KMC.

11. Besides injecting delay into the process of servicing KMC's customers, BellSouth's failure to meet its obligations also imposes administrative burdens on those customers as well. The most notable example of this relates to effective billing dates ("EBDs"). Many of KMC's service orders require that the customer be switched "as is;" only an accounting

change need be made to the account record in order to transfer billing responsibility to KMC from BellSouth. For these and other types of orders, KMC specifies the EBD, at which time BellSouth will cease billing the customer and KMC will begin. Bell South often ignores these EBD requests. BellSouth's disregard of KMC's EBD requests sabotages one of KMC's important competitive offerings. When KMC wins multiple accounts belonging to a single customer, it offers the customer the option of placing all of those accounts on the same convenient billing cycle. If the customer elects this option, KMC specifies a single EBD for all of the accounts that are to be converted to KMC. When BellSouth ignores KMC's EBDs, however, the accounts are often cut-over in a staggered fashion, leaving KMC no choice but to renege on its commitment to the customer and bill in the same staggered fashion, at least for an initial period during which KMC, at additional expense to itself and inconvenience to the customer, must readjust the billing cycles. In one recent example, KMC submitted orders on the same day to convert 33 accounts for one customer on a "switch as-is" basis. BellSouth converted the accounts on 10 different dates, which meant that for a period of time the customer received bills from BellSouth for some accounts and bills from KMC for other accounts.

12. BellSouth's handling of customer calling cards is also frustrating for KMC's customers. When customers are switched to KMC, BellSouth cancels their personal identification numbers (PINs) and reissues new ones reflecting that KMC is their carrier. This seemingly straightforward process can take up to three weeks, during which time the customer is without use of the card and must make alternative calling card arrangements. KMC has tried a number of creative methods for satisfying customer's interim needs, but none of these methods is transparent to the customer and all require some effort on the part of the customer, KMC, or both. Obviously, customers would not be so inconvenienced were they to remain with

BellSouth, and this discriminatory treatment represents yet another example of how BellSouth's failure to meet its obligations under the Communications Act frustrates KMC's ability to compete effectively.

13. There are other administrative burdens that fall on KMC. Frequently, BellSouth will fail to issue a Firm Order Confirmation (FOC), which notifies KMC that an order has been accepted and designates an expected completion date. In those cases, KMC must make repeated calls to BellSouth to determine the status of the order. Even when BellSouth issues FOCs, they often show incorrect order numbers or are faxed to KMC offices in other BellSouth states, causing Baton Rouge personnel to expend considerable time in collecting accurate information. Moreover, BellSouth never issues order completion notices to KMC, which places KMC in the embarrassing position of having to query its customers directly to determine whether the order has been filled.

14. KMC personnel also spend significant amounts of time tracking trouble reports and either pressing BellSouth into action or, once it has acted, ameliorating the effects of erroneous acts. In one recent instance, a KMC facilities based customer was jumpered off the BellSouth switch two days before the KMC-specified cut-over date and lost service for approximately two hours before the jumpers could be restored. Then, twelve hours before the specified time for this same cut-over, BellSouth disregarded standard procedure and executed the translation order without first notifying KMC. The customer again lost service until KMC worked its order early in order to restore service. Another facilities based KMC customer experienced a similar premature cut-over problem; when KMC personnel called the toll-free trouble report number that BellSouth insists they use, they were transferred to a BellSouth employee who refused to have the frame jumper re-run because the frame work had been done

under a legitimate service ticket, albeit prematurely. That person then transferred KMC to a BellSouth employee in the Florida business office, who refused to accept a Louisiana trouble call. In another instance in which a KMC resale customer requested service at a new location, BellSouth installed new lines not at the new site, as specified by KMC, but at the old site appearing in BellSouth records.

15. The examples in the foregoing paragraphs are not all-inclusive and only represent problems that KMC has experienced in just the last three months. BellSouth has displayed a pattern of unresponsiveness to KMC's requests for timely and competent service that I believe is below the minimum standards that it sets for its own retail customers, and which discriminates against KMC.

16. It is my understanding that, in light of its desire to offer in-region long distance service, BellSouth has a strong incentive to meet its obligations to foster local competition. However, my experience has been that BellSouth's practice of imposing delays and burdens on KMC and its customers has served to undermine KMC's competitive position. If BellSouth operates in this manner in spite of being motivated to do otherwise, I shudder to think of what KMC can expect once BellSouth is relieved of that motivation.

The foregoing statements are true and correct to the best of my knowledge, information and belief.

Bradley Pipes

Signed and sworn to before me this 28th day of July 1998.

Notary Public

BARBARA PRATHER
NOTARY PUBLIC
MY COMMISSION
ISSUED FOR LIFE

My Commission expires:________________

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BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION

In the Matter of	)	
	)	
Application by BellSouth	)	
Corporation et al. for Provision of	)	CC Docket No. 98-121
In-Region, InterLATA Services in	)	
Louisiana	)	

AFFIDAVIT OF LYNN DAVIS

State of Louisiana	)	
	):	SS
Parish of Caddo	)	

I, Lynn Davis, being first duly sworn, do hereby depose and state as follows:

1. I am employed by KMC Telecom Inc. ("KMC") as the Customer Care Representative for KMC's Shreveport, Louisiana operations. KMC provides competitive local exchange service on both a facilities and resale basis in Shreveport.

2. I am submitting this affidavit to provide examples of the difficulties and delays KMC has experienced in having orders processed by BellSouth Telecommunications, Inc. ("BellSouth"). We have encountered difficulties both on the orders we transmit to BellSouth's Local Carrier Service Center ("LCSC") by facsimile and the orders we transmit electronically.

3. When KMC faxes orders ("LSRs") to BellSouth's LCSC, it must often follow up with a telephone call to confirm that the fax was received. KMC is forced to follow up with a

telephone call because it does not receive Firm Order Confirmations ("FOCs") on a timely basis. When KMC calls to check on the status of an order, the LCSC representatives frequently claim that they did not receive the order even when KMC has a confirmation that the fax had gone through successfully. KMC has been in the position of having to fax orders to BellSouth two or three times before an LCSC representative will confirm receipt. Obviously, KMC's provision of service to customers is delayed when orders are lost between the LCSC fax machine and the representatives that process the orders, especially when KMC does not discover that the order was lost for two or three days.

4. After many complaints to BellSouth about such lost orders, BellSouth invited KMC to participate in a trial program designed to track orders coming into the LCSC by fax. Under this program, the LCSC is supposed to immediately fax back to the ordering CLEC a notification containing the PON number and the date and time of receipt of the order. Unfortunately, this program has not worked in practice. KMC frequently does not receive the notification that the order was received until after the order has been completed. In one recent example, KMC faxed an order to BellSouth on July 10th. On July 11th, KMC received a FOC with a due date of July 13th. It was not until July 14th, however, that KMC received the notification from the LCSC that the faxed order had indeed been received on July 10th. After BellSouth has filled an order, there is no point in notifying KMC that the order was received. BellSouth's failure to provide KMC timely notification that its faxed orders have been received, however, forces KMC to continue to follow up with telephone calls to the LCSC to ensure that its orders have not been lost.

5. According to its Interval Guidelines, BellSouth is supposed to respond to an LSR within 48 hours. The response consists of either a FOC or a clarification identifying errors on the LSR that must be corrected. BellSouth often waits the full 48 hours – or longer – before issuing clarifications. Once the order is corrected in response to the clarification, the 48 hours starts all over again. The manner in which BellSouth handles clarifications often leads to significant unnecessary delays. Rather than identifying all errors when the initial clarification is issued, the LCSC reviews the LSR and issues a clarification when the first error is identified. When that error is corrected and the LSR returned to BellSouth, the LCSC picks up its review where it left off, and then issues a second clarification if a second error is discovered. When the second error is corrected and the LSR returned to BellSouth, the LCSC again picks up its review where it left off and issues yet another clarification if a subsequent error is discovered. Because each clarification adds at least two days to the ordering process, BellSouth's practice of issuing clarifications on a staggered basis often precludes KMC from providing service to its customers within intervals comparable to those in which BellSouth provides service to its own retail customers.

6. BellSouth has failed to provide advance notice to KMC when it changes its procedures for processing orders. KMC cannot implement changes that it does not know about. When KMC does not comply with the new procedures, however, its orders are rejected One recent example involved the use of certain codes on manual orders. There are two fields on the LSR form designated TOS (type of service) and TC (tax code). KMC had submitted manual orders for months without completing these fields. Moreover, this information is not required to be provided on orders transmitted electronically using the LENS system. Within the last two